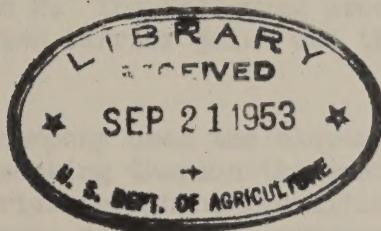


CONSIDERATIONS AND PRACTICES IN CONNECTION WITH JOINT USE
OF FACILITIES BY ELECTRIC AND TELEPHONE SYSTEMS

May 18, 1953

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UNITED STATES DEPARTMENT OF AGRICULTURE

Rural Electrification Administration

THE UNIVERSITY OF CHICAGO
LIBRARY
1215 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL. 733-4331
FAX 733-8328
WWW.CHICAGO.EDU



CONSIDERATIONS AND PRACTICES IN CONNECTION WITH JOINT USE
OF FACILITIES BY ELECTRIC AND TELEPHONE SYSTEMS

I. Introduction

This pamphlet furnishes additional information on the subject of joint use of borrowers' facilities supplementing REA Bulletins 5-1 and 305-1. Together with the pamphlet entitled "Joint Use of Facilities by REA Borrowers and Telephone Companies" it should be consulted by borrowers who are considering entering into arrangements involving substantial joint use of their facilities and by those who are facing problems arising out of joint use already being practiced.

II. Amendments Required in Connection with Standard Joint Use Forms

A. REA Form 262a (Formerly designated as Amendment to REA Form DS-209, dated 12-49, copy attached): Execution and attachment of this amendment is a condition of REA approval of the "General Agreement for Power Line Carrier Facilities" (REA Form 262, formerly DS-209) except those approved prior to October 28, 1949 (the effective date of Public Law 423, the rural telephone amendments to the Rural Electrification Act). This amendment requires the telephone company to submit a detailed program for area coverage telephone service during the term of the agreement which will provide for making telephone service available to consumers of the electric system who are located within the territory covered by the agreement. Because of the technical limitations of the power line carrier method of communications, the territory initially covered by the agreement will necessarily be limited. However, additional territory may be included in the agreement by appropriate amendment of section 2. The "Appendix I" referred to in the area-coverage amendment might well also be used to describe the territory covered by the amendment, as required by section 2. The following procedure is recommended for initiating power line carrier joint use through REA Form 262, as amended:

1. The telephone company uses the electric system key map as "Appendix I", showing thereon the specific territory in which power line carrier telephone facilities will be installed, and dating it the same date as the agreement.
2. The telephone company may comply with the area-coverage requirement by stating on Appendix I - "The Telephone Company will within a period of _____ months from the date hereof, furnish telephone service to all establishments within the territory above designated for power line carrier service, desiring service subject to its tariff rates and regulations."

3. The parties insert at the bottom of page 1 of the agreement, as part of section 2 - "As shown on Appendix I, dated of even date herewith, attached hereto, and made part hereof."
 4. New territory may be included under this agreement by amending section 2 to refer to an added "Appendix I" which would be given a different date, and by amending section 10 to provide the proper termination date; or an entirely new and separate agreement may be executed covering the additional territory.
 5. The electric system, in submitting the agreement for REA approval, attaches its statement demonstrating that the proposed joint use is consistent with and will not bar development of area-coverage telephone service in adjoining areas.
- B. REA FORMS 263b and 263c (formerly REA Forms DS-210B and 210C, copies attached): Execution and attachment of one of these alternative forms of area coverage amendment is a condition of REA approval of the "General Agreement for Joint Use of Wood Poles" (REA Form 263, formerly DS-210) except:
1. Those approved prior to October 28, 1949.
 2. Where the standard agreement form is used as a matter of convenience to cover joint use in special situations which do not involve the furnishing of local telephone service to additional subscribers, e.g. joint use on facilities specially constructed for service to installations such as radio relay towers, repeater stations, etc.; or joint use required because of the necessity for relocating a power or telephone line, or both, due to highway widening or relocation. Joint use in these special situations may be covered by a special form of agreement or by adaptation of REA Form 263. In either case the agreement should be restricted to the specific facilities involved which may be described by reference to a map showing their location. When submitting such agreements for REA approval, the existing situation should be reported as well as the changes covered by the agreement, including the type of facilities to be installed. For this purpose a detail map of the portion of the electric system involved may be used.
 3. Where the standard agreement form is used to cover the joint use already existing in a specific area, usually of an urban rather than rural character, of facilities which the owner plans to reconstruct. In such cases, even though local telephone service is involved, it usually is primarily for existing subscribers. Often the facilities involved were purchased rather than constructed by the electric system. In such cases, there may be an existing joint use agreement which should be carefully reviewed to determine whether it is not more appropriate for the situation than the REA Form 263 which was designed to cover rural rather than urban joint use.

4. Where both parties to the standard REA Form 263 are borrowers.

The alternative forms of area-coverage amendment are:

- a. REA Form 263b (formerly DS-210B): This form is designed to provide, as an objective of the joint use arrangement, for a systematic program of area-coverage telephone service throughout the common service area of the electric and telephone systems. It provides for the submission by both systems of their respective programs of area-coverage service for the first five years of the agreement. These programs should, to the furthest extent possible, provide for making service available within the initial five year term to all persons within the common service area. However, provision is made for subsequent five-year programs to complete area-coverage service if it is not provided during the initial five-year term.
- b. REA Form 263c (formerly DS-210C): This form is designed to permit the use of an electrification borrower's wood poles by a telephone company on a project-by-project basis. It provides for two distinct steps for each specific telephone extension-of-service project. First, the telephone company submits a map showing generally the territorial limits of the proposed project together with a written request conforming to Appendix C (REA Form 263d, formerly DS-210D, attached to REA Form 263c) for permission to use the borrower's poles. These are to be submitted to REA for approval, accompanied by the borrower's recommendation. The second step is the submission by the telephone company to the borrower, upon completion of the project canvass and the engineering work, of detailed construction plans and drawings together with a map showing the final territorial limits of the project.

Where the final map, submitted to the borrower as part of the second step, varies substantially from the map submitted as part of the first step, the telephone company's request (conforming to Appendix C) should be resubmitted to REA for approval, accompanied by the borrower's recommendation. In such cases, the reason for the change in the project limits should be stated.

While no specific type of map is required to be submitted by the telephone company in connection with its request on the Appendix C form, the borrower's system map may be used for this purpose. On it there should be shown:

1. The entire common service area of the parties, i.e., the telephone company's service area to the extent it is included within the borrower's service area.
2. The specific portion of the common service area covered by the telephone company's request and its relation-

ship to the borrower's entire service area.

Where these forms and procedures are employed, the borrower shall, in each instance when submitting the telephone company's request on the Appendix C form, or any revision thereof, together with the map or maps, to REA for approval, include a statement which:

- (1) Sets forth the circumstances under which a portion only of the common service area was selected for the joint use program.
 - (2) Establishes that the proposed joint use is consistent with and will not bar development of area-coverage telephone service in adjoining areas.
 - (3) Where the joint use proposal represents the first step in a program which will ultimately be extended throughout the common service area, presents information as to the entire program.
 - (4) Recommends approval by REA of the telephone company request.
- C. REA Forms 263e and 263f (formerly REA Form DS-210E and DS-210F, copies attached): Execution and attachment of one of these alternative forms of amendment is a condition of REA approval of the "General Agreement for Joint Use of Wood Poles" (REA Form 263, formerly DS-210). The amendments require that vertical and transverse pole loadings under assumed NESC loading conditions shall not exceed fifty (50) percent of the ultimate fiber stress of the supporting pole.

Article III of REA Form 263 establishes specifications for joint use of wood poles which provide adequate clearance and strength requirements for safety purposes. The specifications referred to in Article III establish a margin of strength for assumed transverse storm loadings of 2 and require replacement of poles when a margin of strength of $1\frac{1}{3}$ is reached. However, it appears that the specifications are capable of being, and have been interpreted to permit the addition of wires so long as the margin of strength is not reduced below $1\frac{1}{3}$, the point at which pole replacement is required.

REA recommends that the margin of strength to withstand assumed storm loading of its borrowers' poles should not be reduced below 2 through the attachment of additional wire circuits, whether the circuits added are electric or telephone circuits. This margin is determined in terms of the transverse load on the pole under assumed storm conditions related to the ultimate fiber stress of the kind of wood pole involved. Methods of calculating this

margin are discussed in the National Electrical Safety Code. For the purpose of determination of this margin on an existing pole line of an REA borrower, the poles should be considered as having the same strength as when new.

The design of REA borrowers' pole lines in accordance with REA standards normally results in a favor of strength in the poles in excess of the minimum requirements of the National Electrical Safety Code to withstand the assumed storm loadings. Any additional wires attached to existing poles will increase the load on the pole and consequently decrease the margin of strength above that required to withstand assumed storm loadings. This is true, of course, whether the circuits added are secondaries, additional phase wires or telephone circuits. This was recognized throughout the discussions and considerations which resulted in REA approval of joint use of borrowers' wood poles.

Since the second paragraph of Article III contemplates agreements to construction practices supplementing the requirements of the National Electrical Safety Code, to be accepted in writing by both parties to the REA Form 263 agreement, it is recommended that existing agreements be supplemented in writing by execution of REA Form 263f, "Agreement to Construction Practices Supplementing the Provisions of Article III of General Agreement for Joint Use of Wood Poles". It should be noted that this supplement relates only to the establishment of joint use of wood poles in the future. Where joint use has been accomplished in anticipation of, but prior to, the execution or approval of an REA Form 263 agreement, this supplement may be used in submitting such contracts for approval in place of REA Form 263e.

- III. Acquired Joint Use Agreements: Where the acquisition of existing facilities includes poles which are being jointly used pursuant to an agreement executed by the predecessor owner, the arrangement may be continued without prior REA approval. If, however, the other party to the agreement seeks to extend the pre-existing joint use beyond the poles or area covered by the acquired agreement, it is recommended that borrowers consider the negotiating of a new agreement on a standard form or on an appropriate special form.

Under some circumstances, such as where the existing joint use agreement between electric and telephone systems covers urban areas, or provides a longer or higher class normal joint pole than is prevalent on the borrower's system, or provides a higher rental payment to the borrower than would be realized under the standard form, consideration should be given to the continuation in effect of the pre-existing agreement notwithstanding the execution of a standard REA Form 263 agreement. This may be effected by appending an appropriate exception to the first paragraph of Article XXI of the standard REA Form 263, such as "except that the agreement dated _____, executed by _____, *and * _____, shall remain in full force and effect in the areas covered thereby."

(* Insert the names of the parties named in the existing agreement, indicating where appropriate that they are "predecessor of the Cooperative" or "predecessor of the Telephone Company".)

Where there is any question as to the advisability of retaining or abrogating an existing agreement, a copy thereof may be submitted to REA with a request that an appropriate course of action be recommended. In such cases, the borrower should report the number of poles contacted at the time by each party.

- IV. Unauthorized Joint Use: Borrowers whose poles have been contacted without their authorization or approved written agreement or who have used REA Form 264 for joint use involving local telephone service to additional subscribers and are contemplating additional joint use, should wherever possible negotiate a joint-use agreement on the appropriate standard form, submit it to REA for approval, and take steps to (a) record properly all existing joint use, (b) have the user comply with code requirements where necessary, (c) secure reimbursement of any expenditures incurred by the borrower in connection with joint use which would have been chargeable to the licensee under the contract as executed, and (d) obtain payment of any back rentals at the rate specified in the agreement.

Where the parties have already effected joint use of poles involving local telephone service to additional subscribers, and where no substantial additional joint use is contemplated, REA Form 264 may be used to record and cover such existing joint use. If this procedure is followed, borrowers should take steps to be reimbursed for any extra costs incurred by them in connection with the joint use.

- V. Special Problems and Suggestions in Connection with REA Form 263: REA experience with joint use of wood poles discloses the following recurrent problems:

- A. Establishment of "normal joint pole." The pamphlet on "Joint Use" (page 9) suggests a 35-foot class 6 pole as the normal joint pole for new construction on the assumption that such pole will carry the usual combination of facilities involved in joint use. The tables of rentals were prepared on the basis of a 35-foot class 6 pole as the normal joint pole and anticipated a maximum of 2 pole change-outs or additions for the average mile of existing line. It is suggested that a 35-foot class 6 pole be adopted as the normal joint pole even in those cases where the actual joint construction will utilize existing 35-foot class 7 or shorter poles. Article VIII of REA Form 263 covering "Division of Costs" requires the owner to assume the cost of furnishing the normal joint pole. Where an existing pole smaller than the normal joint pole requires change-out to a normal joint pole, the licensee pays the owner the value in place of the replaced pole, plus the cost of removal less the

salvage value of the pole. If more than 2 poles must be changed-out or added, the compensation to the owner may not be adequate and might cause the owner to refuse to permit joint use. Further, from the standpoint of the licensee, the economy expected from joint use would not be realized if generally more than an average of 2 pole change-outs or additions are required per mile of existing line. REA borrowers should review the overall economics of joint use in all cases where more than 2 pole change-outs or additions per mile of existing line are required. Such a review should include consideration of both initial and annual costs of both parties.

In any case where other than a 35-foot class 6 pole is established as the normal pole, borrowers are requested to support such action with a statement of the relevant facts when submitting the agreement for approval.

- B. Urban joint use: REA Form 263 was designed primarily for joint use in rural areas. The rental tables in Appendix B reflect costs attributable to rural line construction. Urban construction usually involves longer and higher class poles with closer pole spacings. Where the number of such poles is not significant, they can be covered by standard provisions without special consideration. However, in those instances where urban joint use is the sole or predominant use and the type of construction and pole spacing vary materially from the rural, the normal joint pole and the rental rate should be based on the urban construction.
- C. Appendix A: It will be found most helpful to the parties if they will carefully fill in the tables in Appendix A. These tables are used for three purposes:
 - 1. To indicate the amounts to be paid for intermediate poles placed in existing pole lines to make them suitable for joint use.
 - 2. To indicate the amounts to be paid for premature pole retirements incurred to make an existing pole line suitable for joint use.
 - 3. To indicate the amounts to be paid for additional pole height or class (over and above the normal joint pole) to make a line suitable for joint use.

It will be noted that the above items apply primarily to the modification of existing power pole lines inasmuch as it may less frequently be feasible to modify existing telephone pole lines to make them suitable for joint use. These figures therefore represent the cost of work items which will more frequently be

performed by the electric system and billed to the telephone company. Also, these items will usually be performed on an individual pole basis thereby involving greater amounts of travel and truck time and frequently precluding the use of labor saving machinery and techniques. Therefore it is expected that the costs per pole may be higher than the cost per pole used in arriving at the cost of a mile of line on a large scale project basis which determines the rental figure to be selected from the tables in Appendix B. Furthermore, as these work items will be performed largely by the electric system, it appears appropriate that the amounts to be used in Appendix A should be submitted by the electric system for acceptance by the telephone company. A possible exception to the above is the smaller poles in Appendix A in which telephone cost figures may be appropriate for use in those cases.

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR POWER LINE CARRIER FACILITIES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated

_____, 19____:

1. On page 1, insert the word "and" after the word "use" at the end of the third recital, and add the following recital which will appear just preceding the body of the agreement:

"WHEREAS, the Telephone Company has submitted to the Cooperative its detailed program, marked Appendix I and made a part hereof, for furnishing such telephone service to the widest practicable number of members and consumers of the Cooperative during the term of this Agreement, and has shown in said Appendix I the general location and number of persons to be served and the estimated dates when they will receive telephone service pursuant to the Telephone Company's area coverage program."

2. On page 2, revise Section 10 to read as follows:

"10. This Agreement shall continue for the term of 5 years from the date hereof, and thereafter until terminated by 1 year's notice in writing by either party to the other. The Telephone Company and the Cooperative shall have a reasonable time after termination within which to remove the equipment furnished by the Telephone Company. If, prior to the expiration of such 5-year term, the Telephone Company fails to carry out substantially its program for extending telephone service to the widest practicable number of members and consumers of the Cooperative, as set forth in Appendix I, the Cooperative may, if such failure continues 60 days after due notice thereof in writing is given by the Cooperative, prohibit the Telephone Company from installing on the poles and wires of the Cooperative any additional equipment necessary for the further extension of power line carrier telephone service."

Executed on the _____ day of _____, 19____.

By _____

Attest:

By _____

Attest:

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated _____, 19____:

1. Add a new subsection, lettered "(c)," to Article I, reading as follows:

"(c) It is the intention of the parties that adequate telephone service shall be made available to the widest practicable number of rural users in the above territory. Exhibits 1 and 2, attached hereto and made part hereof, state the present programs of the Telephone Company and of the Cooperative, respectively, for extending telephone and electric service in the above territory during the first five years of this agreement, and show the general location and number of persons to be served and the estimated dates when they will be served. If required to carry out the foregoing intention of the parties, additional five-year programs for extending telephone and electric service in the above territory shall be furnished by each party to the other at least ninety (90) days prior to the expiration of the programs then in effect under the provisions of this section, and shall be identified as supplements to Exhibits 1 and 2."

2. Add a new subsection, lettered "(c)," to Article XIII, reading as follows:

"(c) Failure of either party for a period of _____ months to comply substantially with its current program for extending telephone or electric service, as set forth in Exhibits 1 and 2, or supplements thereto, shall, at the election of the other party, and after due notice thereof in writing, constitute a default under Section (a) of this Article."

Executed on the _____ day of _____ 19____.

(Seal)

By _____

ATTEST:

(Seal)

By _____

ATTEST:

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AMENDMENT TO FORM OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

The Cooperative and the Telephone Company agree that the following amendments shall be a part of the Agreement between the parties dated _____, 19 ____:

1. Amend Article IV to read as follows:

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Before the Telephone Company shall make use of the poles of the Cooperative under this Agreement, it shall request permission therefor in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration.

(b) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space or additional space on such pole, it shall make written application therefor, specifying the location of the poles in question, the amount of space desired on each pole, and the number and character of the circuits to be placed thereon. If, in the judgment of the owner, the poles are necessary for its own sole use, or joint use under the circumstances is undesirable, the owner shall have the right to reject the application. In any event, within a reasonable period after the receipt of such application the owner shall notify the applicant in writing whether the application is approved or rejected. Rights of the Telephone Company as licensee hereunder shall be conditioned upon compliance by the parties with the provisions of Section (a) of this Article. Upon receipt of notice from the owner that the application has been approved, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's circuits on such poles, including any necessary pole replacements, the applicant shall have the right as licensee hereunder to use such space in accordance with the terms of the application and of this Agreement.

(c) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement is insufficient in height or strength for

the existing attachments and for the proposed additional attachments thereon, the owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require.

(d) Each party shall place, transfer and rearrange its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall at all times execute such work promptly and in such manner as not to interfere with the service of the other party.

(e) The cost of establishing the joint use of existing poles, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in Article VIII--Division of Costs.

2. Amend Article V to read as follows:

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities for an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, susceptible of joint use. Within a reasonable period after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the proposed new poles and if the character and number of its circuits and attachments are such that the party proposing to construct the new pole facilities does not consider joint use undesirable, then it shall erect poles suitable for such joint use, subject, however, to the provisions of Section (b) of this Article, and subject further to the condition that requests by the Telephone Company for space on proposed new poles of the Cooperative under this Agreement shall be made in writing on the form attached hereto and identified as Appendix C, and shall comply with the procedure set forth in said Appendix C. During any period in which the Cooperative is a borrower from the Rural Electrification Administration, the Cooperative shall, before granting its permission for such use, submit the Telephone Company's request, and any revisions thereof, to the Administrator of the Rural Electrification Administration for written approval, together with the Cooperative's recommendation. The right of the Telephone Company as licensee to use such poles in accordance with the terms of its request and of this Agreement shall be conditioned upon such approval by the Administrator of the Rural Electrification Administration. The applicant for space on the poles shall be promptly notified in writing of the action taken on the application.

(b) In any case where the parties hereto shall conclude arrangements for the joint use of any new poles to be erected, and the party proposing to

construct the new pole facilities already owns more than its proportionate share of joint poles, the parties shall take into consideration the desirability of having the new pole facilities owned by the party owning less than its proportionate share of joint poles so as to work towards such a division of ownership of the joint poles that neither party shall be obligated to pay to the other any rentals because of their respective use of joint poles owned by the other.

(c) Each party shall place its own attachments on the new joint poles and place guys to sustain any unbalanced loads caused by its attachments. The owner shall, however, provide the initial clearing of the right-of-way, and tree trimming, which shall at least meet the requirements of the other party. Each party shall execute its work promptly and in such manner as not to interfere with the service of the other party.

(d) The cost of establishing the joint use of new poles including costs incurred in the retirement of existing poles shall be borne by the parties hereto in the manner provided in Article VIII--Division of Costs.

Executed on the _____ day of _____, 19 ____.

(Seal)

By _____

ATTEST:

(Seal)

By _____

ATTEST:

APPENDIX C

(Name of Telephone Company) _____
(Location)

Request No. _____ _____
(Date)

To _____ _____
(Name of Cooperative) (Location)

This is to request your permission for this Company to use jointly certain of your poles under the terms and conditions of the General Agreement for Joint Use of Wood Poles which has been executed by your Cooperative and this Company.

The poles for which this permission is requested are located generally within the limits of the extension-of-service project in the territory indicated by the attached map, which also bears the above date and Request Number.

If permission to use these poles is given by you, this Company intends to canvass fully the territory generally within the project limits and if construction of the project by use of your poles for our attachments is begun, will furnish telephone service to all establishments therein desiring service, subject to its tariff rates and regulations. Our present plan is to start the work involved in this project about _____ and complete the work about _____.
(Month-Year) (Month-Year)

If permission to use these poles is given by you, this Company proposes to prepare and furnish to you detailed construction plans and drawings to indicate specifically your poles that we wish to use jointly, in accordance with the procedure provided in Article IV or V of the Agreement, as the case may be, together with a map showing the final project limits as determined after engineering is complete. If the final project limits vary substantially from the project limits shown on the map attached hereto, it is understood that this Company will request your further permission to use poles within the territory indicated on the final map.

If the joint use proposed is agreeable to your Cooperative please signify your approval on the second copy of this request in the space provided and return that copy to this Company.

(Name and Title of Telephone Company
Employee making this request)

To _____
(Name of Telephone Company) (Location)

This is to advise you that your Request No. _____, to use jointly certain poles of this Cooperative to furnish telephone service to rural users, as stated therein, is agreeable to this Cooperative and has been approved by the Administrator of the Rural Electrification Administration as indicated below. You may proceed with such joint use of poles on the terms and conditions of the General Agreement for Joint Use of Wood Poles now in effect between us, and under the conditions outlined in your request.

(Name of Cooperative) (Date)

(Name and Title of Cooperative Representative)

REA PROJECT _____

On the basis of the information submitted by the Telephone Company and the Cooperative, the granting of the above request by the Cooperative is hereby approved.

For Claude R. Wickard, Administrator
Rural Electrification Administration

DATED _____

JOINT USE OF FACILITIES

RURAL ELECTRIC POWER SYSTEMS

TELEPHONE SYSTEMS

AMENDMENT TO ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF

WOOD POLES

The Cooperative and the Telephone Company agree that the following amendment shall be a part of the Agreement between the parties dated _____, 19__:

Insert the following paragraph between the first and second paragraphs of Article III:

"In establishing joint use of wood poles whether installed new for joint use or installed initially for electric circuits alone, the total transverse and vertical loads for all conductors attached to a pole covered by this agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In the case of existing pole lines, the strength of the pole shall be assumed to be the same as when new."

Executed on the _____ day of _____ 19 ____.

(Seal)

By _____

ATTEST:

(Seal)

By _____

ATTEST:

JOINT USE OF FACILITIES
RURAL ELECTRIC POWER SYSTEMS
TELEPHONE SYSTEMS

AGREEMENT TO CONSTRUCTION PRACTICES SUPPLEMENTING THE PROVISIONS OF
ARTICLE III OF GENERAL AGREEMENT FOR JOINT USE OF WOOD POLES

The parties to the General Agreement for Joint Use of Wood Poles, executed on _____, hereby agree, pursuant to Article III thereof, that the following construction practice shall govern the establishment of joint use of wood poles in the future, and shall be applicable both to poles installed new for joint use and poles installed initially for electric circuits alone:

The total transverse and vertical loads for all conductors attached to a pole jointly used under this agreement shall not, under the assumed storm loadings of the National Electrical Safety Code for the area in which the pole is located, exceed fifty (50) percent of the ultimate fiber stress of the supporting pole. In case of existing pole lines, the strength of the pole shall be assumed to be the same as when new.

Executed on the _____ day of _____ 19 ____.

By _____

By _____

